

Loan Account # 227780

App. ed

DEED OF TRUST

Date

5-9-78

Rec'd for Record May 10 1978 At 3:40 O'clk P.M Same Day Recorded & Ex'd per Charles C. Keller, CLK

THIS PURCHASE MONEY DEED OF TRUST is made this 10th day of May 1978 among the Grantor, Margaret T. Gibson and Barbara A. Gibson (herein "Borrower"), Raymond A. Brookhart and Robert J. Schultze (herein "Trustee"), and the Beneficiary, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is Charles and Preston Streets, Baltimore, Maryland 21201 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the City of Frederick, Frederick County, State of Maryland:

Being all of that lot or parcel of land, situate on the north side of West South Street in the City of Frederick, Frederick County, Maryland; formerly known as No. 319, West South Street, and now known as No. 321 West South Street, and more particularly described as follows: B #29032 ****105.60

Beginning for the same at a point on the easterly side of DeGrange Street, said point lying at the south westerly corner of a concrete base wall marking the southern limits of the Property of the Housing Authority of the City of Frederick, Liber 423, folio 549; thence running with the southerly edge of said concrete base wall (1) N. 30° 38' 00" E. 42.10' to a point; thence (2) S. 09° 20' 15" E. 85.48' to a corner of a block wall, and running for the last 70.04' of this line along the Easterly face of a block wall, thence continuing with said wall (3) N. 80° 39' 46" E. 2.00' to a corner of said wall, thence still with said wall (4) S. 06° 54' 10" E. 6.80' to the end of the said wall, thence running with the easterly or outside wall of house No. 321 aforesaid and with a board fence (5) S. 06° 37' 32" E. 25.58' to a point on the northerly right of way line of West South Street aforesaid, said right of way line as adopted by the City of Frederick, December 3, 1909, and shown on a plat entitled "Plan and Profile of South Street", bearing No. N.Y. No. 19842 as found in the City Engineer's Records of Frederick City, thence running with said northerly right of way line and passing through the house No. 321 aforesaid (6) N. 85° 28' 06" W. 47.71' to a point on the easterly side of DeGrange Street, thence running with the same and with the westerly face of a block wall (7) N. 06° 54' 08" W. 91.50' to a corner of the said wall, thence (8) N. 09° 59' 49" W. 14.95' to the point of beginning. The area of land contained by the foregoing amounts to 4,940 square feet or 0.113 acres, more or less.

Being the same property which Margaret T. Gibson conveyed to Margaret T. Gibson and Barbara A. Gibson, according to a deed recorded among the Land Records of Frederick County, Maryland in Liber 1043, folio 653, dated February 10, 1978, and more particularly described as now surveyed by Edward Harris and Associates, Inc., Land Planners and Land Surveyors.

which has the address of 321 West South Street Frederick

Maryland (herein "Property Address");
(State and Zip Code)

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated (herein "Note"), in the principal sum of Sixteen Thousand Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1993; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfull seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Recording Fee 17.00
Ad. Stamp Tax 105.60
\$122.60